by the actual intent of the parties, subject to the provisions of the Statute of Frauds. *Pusey* v. *Presbyterian Hospital*, 70 Neb. 353, 97 N. W. 475; *White* v. *Sohn*, 63 W. Va. 80, 59 S. E. 890; *cf. Bradley* v. *Slater*, 50 Neb. 682, 70 N. W. 258. It is submitted that even when the holding over is unlawful, the actual intent of the tenant, as evidenced by circumstances, should operate to negative any option in the landlord. Extreme cases have sometimes led to the practical recognition of this. *Herter* v. *Mullen*, 159 N. Y. 28, 53 N. E. 700. In the principal case, moreover, the lessor accepted rent from the defendant with knowledge that the latter, as receiver, would have no desire to prolong the tenancy beyond the indefinite period necessary for the winding up of the business. From these acts it is clearly possible to infer a new agreement. *Withnell* v. *Petzold*, 17 Mo. App. 669; *Abeel* v. *McDonnell*, 39 Tex. Civ. App. 453, 87 S. W. 1066. Therefore, whether the holding over be regarded as lawful or unlawful, the decision in the principal case seems correct.

LIBEL AND SLANDER — PRIVILEGED COMMUNICATIONS — PETITIONS FOR PARDON.— A petition to the governor for a pardon contained the words, "The judge changed the venue of the case for the purpose of making the costs excessive." *Held*, that the publication is absolutely privileged. *Connellee* v. *Blanton*, 163 S. W. 404 (Tex. Civ. App.).

For discussion of the question raised see NOTES, p. 745.

LIENS — GARAGE-KEEPER'S RIGHT TO LIEN FOR MAINTENANCE OF MOTOR-CAR. — The keeper of a garage agreed with the owner of a motor-car to keep it in his garage, furnish a chauffeur, and maintain it in repair. The car was at the owner's disposal. *Held*, that the keeper of the garage has no lien for his charges. *Hatton* v. *The Car Maintenance Co.*, 30 T. L. R. 275 (Chan.).

A common-law lien will attach to a chattel only when it has been improved by the labor and skill of the bailee. *Chapman* v. *Allen*, Cro. Car. 271. No lien then attaches in the principal case for the storage or for the services of the chauffeur. And since the incidental repairing was simply to maintain the chattel at the same standard, no lien attaches for that. *Miller* v. *Marston*, 35 Me. 153. However, by statute in America generally, a livery stableman is given a lien for the keep of animals. See 1 JONES, LIENS, § 646 *et seq.* It is submitted that the position of the garage owner is analogous, and affords a proper subject for legislation. See CONSOL. LAWS N. Y., LIEN LAW, § 184. The provision that the owner might take possession at any time is generally considered inconsistent with the existence of a lien at common law. *Forth* v. *Simpson*, 13 Q. B. 680; *Smith* v. *O'Brien*, 46 N. Y. Misc. 325, 94 N. Y. Supp. 673. But since this right is usually granted in contracts with livery stablemen or garage keepers, such a rule would practically nullify statutes giving them a lien. Accordingly, the statutory lien should exist in spite of this right. *Young* v. *Kimball*, 23 Pa. 193; *Heaps* v. *Jones*, 23 Mo. App. 617. The lien holder's rights, however, could not be set up to defeat the rights of third parties accruing while the owner was in actual possession. *Thourot* v. *Delahaye Import Co.*, 69 N. Y. Misc. 351, 125 N. Y. Supp. 827; *Vinal* v. *Spofford*, 139 Mass. 126.

MASTER AND SERVANT — EMPLOYERS' LIABILITY ACTS — EFFECT OF ECONOMIC PRESSURE ON VOLUNTARY ASSUMPTION OF RISK. — An employee complained of the defective condition of a certain appliance, and was told to use it or quit. He continued to work, and was injured. In an action under the Federal Employers' Liability Act, *held*, that whether the assumption of risk was voluntary was a question of fact for the jury. *New York, N. H., & H. Ry. Co.* v. *Vizvari*, 210 Fed. 118 (Civ. Ct. App., 2nd Circ.).

The overwhelming weight of American authority holds that a servant who